



City of San Leandro

Meeting Date: June 21, 2021

Staff Report

File Number: 21-313

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.J.

TO: City Council

FROM: Fran Robustelli
City Manager

BY: Keith Cooke
Engineering & Transportation Director

FINANCE REVIEW: Not Applicable

TITLE: Staff Report for a City of San Leandro City Council Resolution to Approve and Authorize the City Manager to Execute a Grant of Easement with the Alameda County Flood Control and Water Conservation District for Storm Drainage (Grants an easement over City property for storm drainage)

SUMMARY AND RECOMMENDATIONS

Alameda County Flood Control and Water Conservation District requests an easement over a portion of the City's Dredge Material Management Site for construction, maintenance, and storm water purposes that will benefit the City of San Leandro.

Staff recommends authorizing execution of a grant of easement.

BACKGROUND

Flood Insurance Rate Maps adopted by the Federal Emergency Management Agency (FEMA) in 2018 indicate that when a significant rain event coincides with a very high tide, there is a risk that water in the Estudillo Canal will not flow to San Francisco Bay and will instead flow over the northern bank of the canal and enter the neighborhood to the north. The Alameda County Flood Control and Water Conservation District (District) owns and operates the Estudillo Canal and has engineered a solution to reduce the risk of flooding from this canal. The District plans to store excess water in the City's Dredge Material Management Site (DMMS) until the tide recedes rather than allowing stormwater to otherwise spill out of the canal in an uncontrolled manner and into the adjacent Marina Faire and Mulford Gardens neighborhoods. The District requests an easement over a 5,550 square foot area of the DMMS for construction of interlocking pavers to protect against erosion, for maintenance of the same, and for rights to divert storm water into the DMMS.

The DMMS is located between the Heron Bay Marshland and the Estudillo Canal and is protected from high tide by an existing levee. The site was formerly used to store material

dredged from the San Leandro Marina while it dried. Dredging and the storage of dredged material has been discontinued due to insufficient funds.

The General Plan Land Use Map of the City of San Leandro designates the DMMS as Resource Conservation land. The Resource Conservation land use designation “denotes land which is to remain undeveloped due to high environmental sensitivity, or land to be used primarily for passive recreation (such as walking trails). It also includes land within and immediately along the banks of San Leandro Creek. Development is generally not permitted in Resource Conservation areas so there is no building intensity standard; the land is to be managed to enhance and restore its natural features.” On May 6, 2021 the Planning Commission found that use of the DMMS for storm water purposes is consistent with the General Plan.

Analysis

Storage of storm water in the DMMS is anticipated to be an infrequent event, corresponding to a 100-year storm and a storm related high tide event. The District project supported by the subject easement will reduce the risk of flooding from the Estudillo Canal. The overall risk of flooding for the neighborhood will be reduced when both the Estudillo Canal and the Neptune Drive Shoreline Flood Protection projects are completed.

A higher risk of flooding results in higher insurance costs for residents and businesses and reduces the amount of capital available for other economic activity.

The requested easement is in conformance with the agreement for the improvements to the Estudillo Canal between the City and ACFCD and approved by Resolution 2020-036.

Current Agency Policies

- Advance projects and programs promoting sustainable economic development, including transforming San Leandro into a center for innovation

Previous Actions

- On April 20, 2020, by Resolution No. 2020-036, City Council approved an agreement with the District for the project.

Applicable General Plan Policies

- Policy EH-1.7 Reducing Flood Hazards.

Work collaboratively with County, State, and federal agencies to develop short and long term programs that reduce flood hazards in the City.

Permits and/or Variances Granted

The District has obtained permits from the Army Corps of Engineers, Bay Conservation and Development Commission, Department of Fish and Wildlife, and the Water Board for the project.

Environmental Review

The District has determined that this project is Categorically exempt from CEQA.

Board/Commission Review and Actions

On May 6, 2021, via Resolution No. 2021-003, the Planning Commission found that the requested easement is in conformance with the General Plan.

Fiscal Impacts

This project will be funded by the District, the action will have no impact on the City of San Leandro Budget. The Estudillo Canal improvement project valued at approximately \$7 million directly benefits the citizens of San Leandro and is the consideration for the easement rights.

Attachment to Staff Report

- Agreement ACFCD

Attachment to Related Legislative File

- Grant of Easement

PREPARED BY: Nick Thom P.E., City Engineer, Engineering and Transportation Department

COOPERATIVE AGREEMENT
ESTUDILLO CANAL IMPROVEMENTS
BETWEEN MONARCH BAY DRIVE BRIDGE AND UNION PACIFIC RAILROAD,
IN SAN LEANDRO, ALAMEDA COUNTY, CALIFORNIA, ZONE NO. 2 PROJECT

This Cooperative Agreement (Agreement) is made this 7th day of April, 2020 in the City of Oakland, State of California, by and between the City of San Leandro, hereinafter referred to as "City" and the Alameda County Flood Control and Water Conservation District, hereinafter referred to as "District." City and District hereby agree as follows:

A. Background

1. The Estudillo Canal in Flood Control Zone 2 (also known as Line A) between the San Francisco Bay and Union Pacific Railroad (UPRR) Crossing is an open earthen channel that bisects the Monarch Bay Golf Course and flows from east to west to the Bay.
2. The District has an existing flood control drainage easement between the San Francisco Bay and UPRR, and owns the remaining portion of the Estudillo Canal upstream of UPRR. The District maintains the entire Estudillo Canal including the portion of open earthen channel that bisects the Monarch Bay Golf Course downstream of UPRR.
3. The District conducted a Joint Feasibility Study with the U.S. Army Corps of Engineers for the entire reach of Estudillo Canal between San Francisco Bay and Coelho Drive upstream, and determined that the existing channel does not have sufficient capacity to convey the 100-year design flow (1% annual chance of occurring) design flow.
4. The City owns and maintains the sediment handling basins (referred to as the Dredge Materials Management Site) downstream of UPRR, on the south side of Estudillo Canal.
5. The City owns and maintains an existing drainage structure (identified as Tide Gates #40 and #42 and part of the marshlands' tide gate hydrological system) at the south channel levee just downstream of UPRR, connecting the Roberts Landing Mitigation Marshes and Estudillo Canal. The structure consists of two 36" pipes with flap gates on the channel inboard side and sluice gates on the channel outboard side allowing tidal flow from the south to enter into Estudillo Canal.
6. The City owns and maintains Monarch Bay Drive Bridge at the mouth of Estudillo Canal by San Francisco Bay. The south bridge abutment embankment protection is eroding due to daily tidal flows. The City desires to include the construction of the bridge abutment embankment repairs in the District's upcoming Estudillo Canal improvement project.
7. The District and the City are working together on the flood control improvements for the portion of Estudillo Canal between Monarch Bay Drive Bridge and UPRR, hereinafter referred to as the "Project." Exhibit A depicts the Project setting and components. This Agreement sets forth the responsibilities of both the District and the City for the implementation of the Project.

C-2020-84

B. General Scope of Project

1. To address the channel capacity deficiency downstream of UPRR, the District conducted a hydraulic study on the effect of temporarily diverting high flow in the channel to the adjacent City-owned sediment handling basin. The temporarily diverted high flow would then drain back into the Estudillo Canal within approximately 48 hours. The study concluded that temporary diversion of high flow into the City basin is feasible and would help lower the 100-year water surface elevation in the channel downstream of UPRR.
2. The District plans to reconstruct the existing deteriorating tide gate structure approximately 465 feet upstream of the Monarch Bay Drive Bridge. The reconstructed tide gate structure would also be adaptable to future sea level rise.
3. The District plans to lower approximately 305 linear feet of the Estudillo Canal south levee approximately 500-feet downstream of UPRR. Articulated concrete block mat will be installed on the south side of the lowered levee to protect the embankment from erosion and scouring. A new drainage structure with three thirty-six-inch (36”) diameter culverts equipped with duck bills and slide gates will be constructed to allow high flow temporarily stored in the City basin to drain back into Estudillo Canal.

The levee lowering and the installation of the new District drainage structure are independent and will not affect City’s maintenance and operation of the existing City basin drainage structures.

The District desires an easement for the section of the articulated concrete block mat slope protection that will encroach on the channel outboard side in the City owned basin. Exhibit B shows the boundary of the desired easement area (275’x20’ – 5,500 square feet).

4. In order to correct the hydraulic condition at the lateral drainage connection between the Roberts Landing Mitigation Marshes and Estudillo Canal, the District plans to plug and abandon in place the City-owned twin thirty-six inch (36”) culverts on the south side of the channel downstream of UPRR, to mitigate tidal flows and to prevent tidal flows from entering Estudillo Canal.
5. Upon the approvals of and authorizations by the City, as provided herein, the District will include the repair of the Monarch Bay Drive Bridge south abutment embankment (“City Bridge Improvements”) in the District Project. The City will reimburse the District for any and all actual costs of construction of the City Bridge Improvements, including 15% of actual City construction cost for construction contract administration. The primary anticipated components of the City Bridge Improvements include removal and disposal of existing concrete rubble and placement of rock slope protection.

District and City shall implement those activities for which they are each respectively responsible as described in Exhibit C, “Project Implementation” of this Agreement.

C. Indemnity Provisions

1. The City agrees to defend, indemnify, and hold harmless the District (with legal counsel reasonably acceptable to the District), the County of Alameda, their governing bodies, their predecessors, successors, assignees, agents, departments, officials, representatives,

employees and all persons acting by, through, under or in concert with any of them, and each of them (collectively “District Indemnitees”) from any and all acts, claims, liabilities and losses by whomever asserted arising out of or relating to the City Bridge Improvements or City’s performance under this Agreement except those arising by reason of the sole negligence or willful misconduct of the District Indemnitees.

2. The District agrees to defend, indemnify, and hold harmless the City, its Council members, its predecessors, successors, assignees, agents, departments, officials, representatives, employees and all persons acting by, through, under or in concert with any of them, and each of them (collectively “City Indemnitees”) from any and all acts, claims, liabilities and losses by whomever asserted arising out of District’s performance under this Agreement except those arising by reason of the sole negligence or willful misconduct of the City Indemnitees.
3. District shall include a provision in its construction contract with the general contractor and its subcontractor(s) on the Project requiring the general contractor and its subcontractor(s) to indemnify City, to the fullest extent permitted by law, for damages resulting from the work of the general contractor and its subcontractors excluding indemnity for the sole negligence and/or willful misconduct of City. District shall also include a provision in its construction contract with the general contractor that the general contractor and all of its subcontractor(s) on the project shall have and maintain during the duration of the construction project insurance coverage, evidenced by current insurance certificates and all applicable endorsements naming City as an additional insured on all insurance coverages required by the District under the construction contract.

D. Employer/Employee Relationship

No relationship of employer and employee is created by this Agreement, it being understood that City and District shall act hereunder independently of one another; and that personnel employed or contracted by the District shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind; District shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, Federal and State income taxes, and in connection therewith District shall indemnify and hold City harmless from any and all liability which District may incur because of District’s failure to pay such taxes; that District does, by this Agreement, agree to perform its work and functions at all times in strict accordance with currently approved methods and practices, and that the sole interest of City is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards of the District.

E. Amendments

If, during the term of this Agreement it becomes necessary to amend or add to the terms and conditions of this Agreement, such amendments or additions shall be approved by the City Manager , and the Board of Supervisors. Any specific interpretations of the provisions of this

Agreement, may be made by and between City and District in writing between the City Manager or his designee, and the Director of Public Works . Such interpretations shall be deemed incorporated herein and where applicable, be deemed of equal force and effect with any of the terms and conditions contained herein, unless the amendment requires an additional expenditure of funds by either party or changes a substantive term of the Agreement.

F. Conformity with Law and Safety

District and City shall each observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the California Occupational Safety and Health Act, and all federal, state, municipal and local safety regulations. Performance by each party to this Agreement must be in accordance with all laws, ordinances, codes, and regulations.

G. Term of Agreement

The parties to this Agreement agree to work together in the spirit of cooperation and good faith and shall use reasonable efforts to accomplish the particular obligations set forth herein. Whenever mutual agreement is provided for in this Agreement, no party shall unreasonably withhold its approval.

In the event of any disagreement concerning the interpretation or implementation of this Agreement, the parties shall make good faith efforts to resolve their differences amongst the parties' principals first. If such efforts fail, then the parties agree to utilize a mutually agreed-upon form of alternative dispute resolution, with costs to be borne equally by the parties. Each party shall bear its own attorneys' fees and costs.

This Agreement shall terminate when the City and District have accepted the Project as complete and the City has granted an easement to the District, described in Exhibit B, and that easement has been recorded, provided, however, that the obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Section C) and Conformity With Law and Safety (Section E), shall survive termination or expiration.

H. Insurance/Self Insurance

District and City shall procure and maintain liability insurance limits of at least \$2,000,000 against claims for injuries to persons or damage to property that may arise from or in connection with any activities by its agents, representatives, employees, or contractors associated with this agreement. District and City may satisfy the coverage required in whole or in part through participation in a self-insurance program or insurance pooling arrangement, or any combination of these. No policies or bonds are required of either party as to any provisions of this Agreement.

I. Workers Compensation

District is aware of and will comply with the requirements of Section 3700 of the Labor Code of the State of California at District's own cost and expense and further, neither District nor its carrier shall be entitled to recover from City any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

City is aware of and will comply with the requirements of Section 3700 of the Labor Code of the State of California at City's own cost and expense and further, neither City nor its carrier shall be entitled to recover from District any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

J. Choice of Law

This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

K. Notices

All notices required under this Agreement must be in writing and may be given either personally or by registered or certified mail (return receipt requested), or by facsimile. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other person or address in substitution of the address to which such notice shall be given. Such notices shall be given to the parties at their address set forth below:

District

Daniel Woldesenbet, Ph.D., P.E.
Director
Alameda County Flood Control and
Water Conservation District
399 Elmhurst Street
Hayward, CA 94544

City of San Leandro

Keith Cooke, P.E.
Engineering and Transportation Director
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

L. Counterparts

This Agreement may be executed in counterpart and each signed document will constitute the whole as if a single document was signed by both District and City.

M. Third parties

Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement.

N. Severability


If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.


Execution

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below their respective authorized signatures.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

CITY OF SAN LEANDRO, a local public agency of the State of California

By: 
Richard Valle
President, Board of Supervisors

By: 
Jeff Kay
City Manager

Date: 4/17/20

Date: 5/11/20

Approved as to form:
Donna Ziegler, County Counsel

Approved as to form:
Richard D. Pio Roda, City Attorney

By: 
Kathy Lee, Deputy County Counsel

By: 
City Attorney

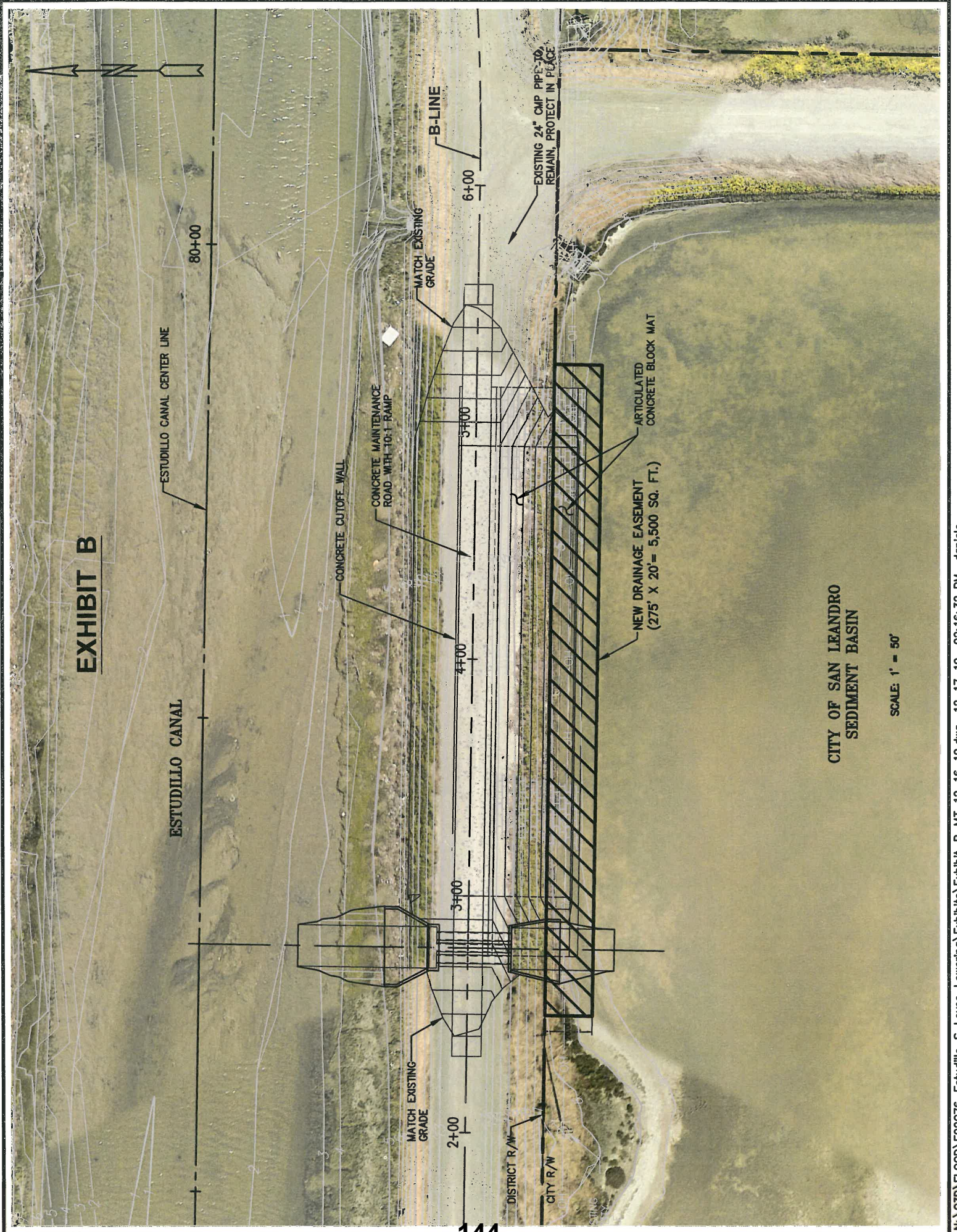
3492238.1

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement



- LEGEND:**
- 1 Monarch Bay Drive Bridge
(City owned and maintained)
 - 2 Estudillo Canal Tidegate Structure
(District owned and maintained)
 - 3 Golf Course Bridge
(City owned and maintained)
 - 4 City Sediment Drying Basin
(City owned and maintained)
 - 5 South Levee Lowering
(District owned and maintained)
 - 6 Twin 36" Lateral Culvert Connection-
Tidegates #40 and #42, (City owned
and maintained, to be abandoned
By District in place)

EXHIBIT B



CITY OF SAN LEANDRO
SEDIMENT BASIN

SCALE: 1" = 50'

Exhibit C - Project Implementation

City agrees to perform the following:

1. Subject to the City Council's approval when applicable, the City shall secure and budget necessary funds in the City's Fiscal Year 2020/21 Budget to reimburse the District for all actual costs involved in the construction of the City Bridge Improvements. For planning purposes only, it is noted that the total estimated construction cost provided by the City is \$173,725. Subject to the City Council's approval when applicable, the City will also adequately budget to fund contingencies and unforeseen construction changes.
2. The City shall facilitate the issuance of an encroachment permit for traffic control/lane closure purposes, if needed. The City shall waive all encroachment permit fees and inspection fees.
3. The City shall be fully responsible in funding all costs associated with the design and construction for the City Bridge Improvements. The City shall prepare the final design documents, contract plans and specifications, and Engineer's Estimate, and provide such documents to the District for incorporation into District's construction documents prior to Project advertisement. The final City plans shall be signed and stamped by a California registered civil engineer.
4. The City shall review all submittals by the District's Contractor within ten (10) Working Days upon receipt, including shop drawings and calculations associated with the City's Bridge Improvements. The City shall not lay any claim against the District in the event of structural failure of the City Bridge Improvements as approved by the City. The District shall not be responsible for any costs associated with the City Bridge Improvements, including, but not limited to, structural failure, construction delays and costs arising from any dispute with the Contractor, except to the extent those costs are attributable to District's sole negligence or willful misconduct.
5. Bid items associated with the City Bridge Improvements will be included as additive bid items in the District's Project bid solicitation. Upon bid opening, the City shall review the lowest responsive responsible bidder's bid and will inform District in writing whether the City will accept the bid amounts associated with the City Bridge Improvements within three (3) working days of bid opening. If the City does not accept the bid amounts for the City Bridge Improvements bid items, those bid items will not be included for award. If City does not accept the City Bridge Improvements bid item amounts, District shall not be responsible for and shall have no obligation to re-advertise the City Bridge Improvements.
6. If the City accepts the City Bridge Improvement amounts listed by the low bidder, the City shall fund the actual construction cost, based on the final progress payment to the Contractor for the City's additive bid items, including any Construction Change Order(s) associated with the construction of the City Bridge Improvements approved by the City. The District will submit an invoice with supporting documentation requesting reimbursement to the District. The City shall reimburse the District within 45 calendar days upon receipt of the invoice. City's additive bid items could include the following:
 - A1. Sediment Curtain (Lump Sum)
 - A2. Removal and Disposal of Concrete Rubbles (Cubic Yard)
 - A3. Earthwork (Lump Sum)

A4. Rock Slope Protection (Ton)

A5. Cement Grout (Cubic Yard)

A6. Temporary Fence (Lump Sum)

7. Upon construction completion, the City shall conduct a joint site walk-through with District staff to identify punch list items, if any, related to the construction work performed.
8. The District has no obligation for the maintenance, performance, or operation of the Monarch Bay Drive Bridge. Once the construction work is accepted by the City and the one year warranty period for the new work has expired, the District will have no obligation relating to the repair of the Monarch Bay Drive Bridge or the City Bridge Improvements. The City shall bear full responsibility of all future maintenance and repair of the Monarch Bay Drive Bridge.
9. The City shall grant an easement to the portion of the articulated concrete mat that will be located in the City's Dredge Materials Management Site. District shall maintain the articulated concrete mat and any other improvements constructed within the easement. The grant of easement shall occur through a separate document. The grant of easement should be completed within six (6) months of signing of this Agreement.
10. The City agrees to allow the District to permanently close and abandon in place the City-owned drainage structure located in the south levee approximately 50 feet downstream of UPRR.

District agrees to perform the following:

1. The District will prepare and submit environmental regulatory permit applications for the Project and secure the necessary permits prior to beginning of construction.
2. The District will prepare the contract plans, specifications, and estimates for the Project, excluding the City Bridge Improvements.
3. The District will include language in the construction contract document to require its contractor and its contractor's sub-contractor(s) name City of San Leandro as an additional insured, with all endorsements for all insurance coverages required by District in its contract with the general contractor.
4. The District will be responsible for the advertisement of the Project for bids, evaluation of bid results, award of a construction contract to the lowest responsible responsive bidder, surveying, construction testing, and inspection, and other contract administration. The City recognizes that the progress of the Project may be delayed as a result of unreasonably high or unacceptable bids. The District will inform the City of any decision to reject all bids and re-advertise the project at a later date deemed reasonable to the District. The City shall not lay claim against the District if the Project schedule is delayed.
5. The District shall fund the construction costs for the District portion of the Project which includes the tidegate structure reconstruction, south levee lowering, and closure of City's drainage structure downstream of UPRR.
6. The District's contractor will apply for a City encroachment permit for traffic control for the construction of the Monarch Bay Drive Bridge south abutment embankment repair, if required by the City.

7. The District will prepare a grant of easement by the City for the portion of articulated concrete mat that will be located within the City's Dredge Materials Management Site.
8. The District will conduct a joint site walk-through with City staff at the completion of the bridge abutment embankment construction and identify punch list items, if any, related to the construction work performed.

3492240.1



City of San Leandro

Meeting Date: June 21, 2021

Resolution - Council

File Number: 21-314 **Agenda Section:** CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Fran Robustelli
City Manager

BY: Keith Cooke
Engineering & Transportation Director

FINANCE REVIEW: Not Applicable

TITLE: RESOLUTION of the City of San Leandro City Council to Approve and Authorize the City Manager to Execute a Grant of Easement with the Alameda County Flood Control and Water Conservation District for Storm Drainage (Grants an easement over City property for storm drainage)

WHEREAS, a Grant of Easement from the City of San Leandro to the Alameda County Flood Control and Water Conservation District (ACFCD) was presented to this City Council; and

WHEREAS, the Grant of Easement provides for the right-of-way to permit construction, maintenance, repair, and reconstruction of an articulated concrete block mat weir, including storm waters to flow, drain, pond and stand in, upon, over, along and across lands described at the Dredge Material Management Site; and

WHEREAS, the Grant of Easement are determined by the Planning Commission to be in conformance with City's General Plan; and

WHEREAS, the City Council is familiar with the contents thereof and has determined it is proper and in the public interest to grant the easement to ACFCD; and

WHEREAS, the City Manager recommends execution of said Grant of Easement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That said Grant of Easement substantially in the form presented is hereby approved and execution by the City Manager is hereby authorized; and
2. That the City Manager is authorized to make non-substantial revisions to said Grant of Easement, subject to the approval of the City Attorney; and

3. That an original executed Grant of Easement shall be attached to and made a part of this resolution.

RECORDING REQUESTED BY:

County of Alameda Public Works Agency

WHEN RECORDED – RETURN TO:

County of Alameda Public Works Agency
Right of Way Services Section
399 Elmhurst Street
Hayward, CA 94544-1395 - QIC 50507

**Transfer Tax Not Applicable: R & T Code 11922
Governmental Agency Acquiring Title**

Recording Fee \$0.00 – Govt. Code 27383

ALAMEDA COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT

By: _____

City of San Leandro

Space above this line for Recorder’s Use

**GRANT OF EASEMENT
(DRAINAGE EASEMENT)**

CITY OF SAN LEANDRO, STATE OF CALIFORNIA, a Municipal corporation,
hereinafter called GRANTOR, and the

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter
called GRANTEE,

WITNESSETH:

That GRANTOR, for and in consideration of the benefits resulting to GRANTOR, and other valuable consideration, the receipt of which is hereby acknowledged and the benefits to accrue to GRANTOR thereby, does hereby GRANT and CONVEY unto GRANTEE, its successors and assigns, an easement and right of way to permit construction, maintenance, repair, and reconstruction of the articulated concrete block mat weir, including storm waters to flow, drain, pond and stand in, upon, over, along, and across the following described lands:

FOR DESCRIPTION, SEE EXHIBIT “A” ATTACHED HERETO. (No. 8436)

That GRANTOR, does hereby indemnify and hold harmless GRANTEE and the officers, agents, employees, representatives, and/or successors of said District from any and all claims, loss, damage, injury or liability of any kind, nature and description, directly or indirectly arising from said conduct of said waters.

IN WITNESS WHEREOF, GRANTOR has duly executed this document.

Dated: _____

CITY OF SAN LEANDRO

By: _____

Name: _____

Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION
REAL PROPERTY DRAINAGE EASEMENT
ZONE 2 - LINE A

Map: RF-2269

Desc. No. 8436

APN: 80G910-01-9 (Por.)

October 27, 2020

All that certain real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of that certain parcel of land described in the grant deed to the City of San Leandro, recorded on October 5, 1994, under Recorder Series Number 94-341515, Alameda County Records as shown on Record of Survey 1075, Filed in Book 18 of Record of surveys at Page 105, Alameda County Records described as follows:

BEGINNING at a point in the northern line of said parcel, distant North 89° 05' 06" West, 133.08 feet from the northeast corner of said parcel;

Thence leaving said northern line South 0° 54' 54" West, 25.00 feet to a line drawn parallel with and 25.00 feet southerly of said northerly line as measured perpendicular thereto;

Thence along said parallel line, North 89° 05' 06" West, 275.00 feet;

Thence North 0° 54' 54" East, 25.00 feet to the northerly line of said City of San Leandro Parcel;

Thence along the last said northerly line, South 89° 05' 06" East, 275.00 feet to the **POINT OF BEGINNING**.

And containing an area of 5,500 square feet of land.

A plat of the above described property is attached hereto Exhibit B and by this reference made a part hereof. The above description is not valid without said plat.

This description has been prepared by me or under my direction in conformance with the Professional Land Surveyors' Act (California Business and Professions Code 8700 et seq.).



D. Ian Wilson

Ian Wilson / PLS 7010
County Surveyor

10/29/2020

N:\SURVEY\Projects\Survey Requests\F 01C04_ F02C76 Estudillo Canal Descriptions\Office_Drawing_ Exhibit B Easement.dwg 10-29-20 10:44:09 AM ronafr



W.O. NO. FOXCXX

SPEC. NO. FC XX-XXX

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

**EXHIBIT B
ZONE 2 - LINE A
ESTUDILLO CREEK
LOCATION MAP**

DRAWN	CHECKED	DATE	SCALE	FILE NO.	SHEET NO.
RAJ	NAME	10-26-20	NONE	RF-2269	1 of 2

N:\SURVEY\Projects\Survey Requests\F 01C04_ F02C76 Estudillo Canal Descriptions\Office_Drawing_ Exhibit B Easement.dwg 10-29-20 08:41:10 AM ronajr

ESTUDILLO CANAL

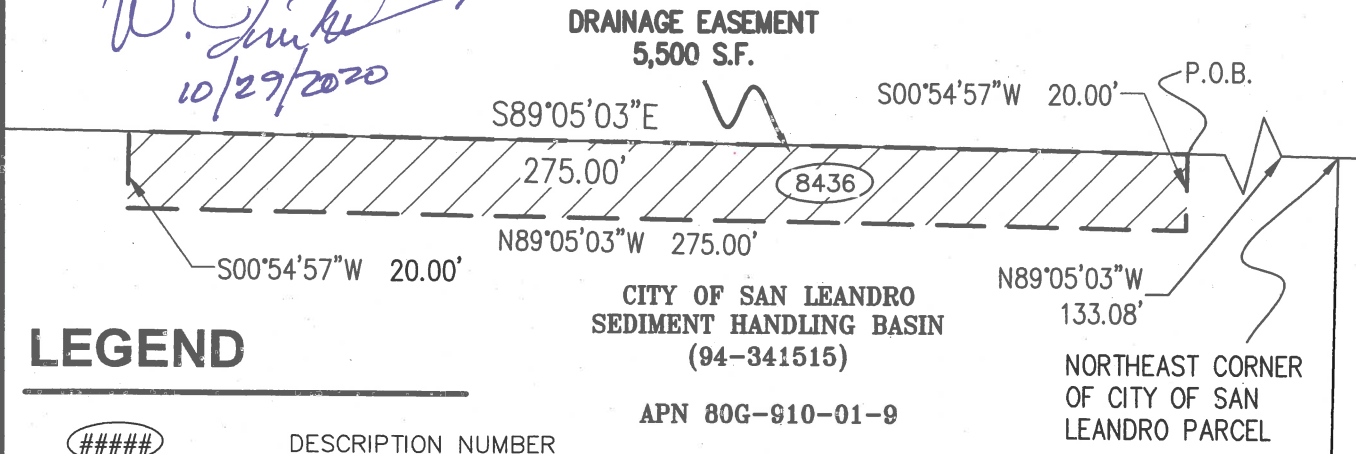
ZONE 2 - LINE A



ALAMEDA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT EASEMENT
PER 8730 OR 317



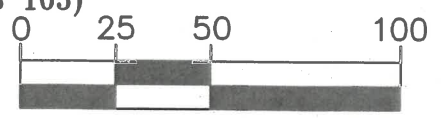
D. Ian Wilson
10/29/2020



LEGEND

- ##### DESCRIPTION NUMBER
- P.O.B. POINT OF BEGINNING
- PROPERTY LINE
- GRANT OF EASEMENT AREA

RECORD OF SURVEY 1075
(18 RS 105)



(IN FEET)
1" = 50'

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

EXHIBIT B ZONE 2 - LINE A DRAINAGE EASEMENT				APPROVAL REC.	
				APPROVED	
				APPROVED	
REVISIONS				COUNTY ENGINEER	
DRAWN RAJ	CHECKED (NAME)	DATE 10-23-20	SCALE 1"=50'	FILE NO. RF-2269	2 OF 2